


ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2019 JUN -5 PM 3:50

DEPUTY CLERK 

**3-19CV-1355N**  
CASE NO.: \_\_\_\_\_

SHIRLEY A. FLOWERS, Pro Se,

5002 Bay View

Garland, Texas 75043

Plaintiff,

V

GARY C. THOMAS, President, Executive Director,

DART (Dallas Area Rapid Transit),

ANTHONY RAGINS, Assistant Manager,

JACOB JAMES, Safety Officer,

'ATU' (Amalgamated Transit Union) Local 1338,

DAVID HOBDEN, Interim Director Operation Safety,

KENNETH DAY, VINCENT TIMMONS, KATHY PHILLIPS, Et al,

Defendants

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QUI TAM COMPLAINT, AND  
COMPLAINT FOR DAMAGES, AND  
MOTION FOR TRIAL BY JURY  
MOTION FOR EMERGENCY RESTRAINING ORDER AND INJUNCTIVE RELIEF

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COMES NOW, Shirley A. Flowers, Pro Se, herein referred to and known as Plaintiff, being a Lay person unskilled and unlearned of The Law, Rules Of Court, Rules Of Civil Procedure, Rules Of Evidence, U.S. Constitutional Law, Applicable State of Texas Laws relating to the matters herein presented, and any and all other relevant and germane Laws, Rules, Regulations, Codes, Statutes, etc., and therein Plaintiff does respectfully ask The Court to apply The Rule Of Liberality in both interpreting and construing this pleading, and now submits this Qui Tam Complaint (Pursuant to and consistent with The Federal 'Whistle Blower Act'), Complaint For Damages, And Motion For Trial By Jury, And Motion For Emergency Restraining Order And Injunctive Relief, and would show The Court the following in support:

1. Whereas Plaintiff solemnly swears and avers under penalty of perjury and prosecution by law that all the herein related statements, facts, information, and events are true and correct and Plaintiff intends to testify to same in Court at trial.
2. Whereas Plaintiff further states that as a direct result of the continually increasing overt and intentional abject denials of her Constitutional and Employee Rights by DART, It's Managerial Staff, Managers, and others both known and unknown to Plaintiff compounded by the further denial of any information, facts, evidence, statements, videos, reports, etc., that are all justly and rightly due Plaintiff in order for her to have a fair hearing in and on the allegations DART has levied against her, Plaintiff has been forced to seek the necessary intervention and assistance of The Court by way of this action.

3. Whereas be it further known, that pursuant to the foregoing Statements 1 and 2, and Plaintiff discovering daily of both express overt intentional fraud and denial of Plaintiff's Employee Rights and U.S. Constitutional Rights, Plaintiff expressly reserves the right to Supplement, Amend, Brief, and otherwise make necessary changes including submission of relevant and germane Evidentiary Documents up to commencement of Trial.
4. Whereas Plaintiff states 'Part-N-Parcel' as a 'Condition of Employment' she is required to be a 'Dues Paying Member' of The 'ATU' Amalgamated Transit Union Local 1338, whereby every pay a specific amount of funds is designated as 'Union Dues', and then is Deducted from her Pay, with the express understanding that not only is this a perquisite and on-going requisite for continuing employment with DART (Dallas Area Rapid Transit) as a Driver/Bus Operator, that also The Plaintiff would have personal representation by a Union Representative at any and all Hearings including but not limited to 'Disciplinary Hearings' and any and all other Hearings, with the key word being 'Represented' with full understanding and implied and legal meaning of 'Representation'.
5. Whereas Plaintiff was intentionally led to believe that she would have any and all her Employee Rights fully protected, asserted at all times, and that her Union Representative would aggressively and diligently investigate any allegation of alleged violation of DART Policy and represent her to ensure that she is not wrongly nor maliciously charged, and more importantly, that she would have benefit of representation along with being provided copies of any and all documents, evidence, statements, reports, witnesses, etc., necessary for her to

adequately and effectively mount and prepare, and then defend herself should the need become necessary, yet this has not happened, despite Plaintiff ensuring that her 'Union Dues' are indeed regularly paid in full and are current.

6. Whereas Plaintiff states that she knows personally and has witnesses where exactly what was and is being done to her in an overt and crass manner in DART's blatant attempt to wrongly terminate her in retaliation for her questioning her lack of adequate representation and being denied provision of the DART Materials (Evidence, Reports, Videos, Statement's, Witnesses, etc.,) against her for the malicious charge DART has preferred against her.
7. Whereas Plaintiff states that being employed by DART as a Bus Driver/Operator, she is charged with and Certified as a Safe Bus Driver/Operator, and does at all times not only maintain and ensure that she diligently adheres to all DART Bus Operator Driver Policy, she also maintains Safe Driving Practice and Procedures at all times.
8. Whereas with all the foregoing being true and correct, Plaintiff was presented with a 'DART Interoffice Memorandum Nmbler CM# 7016 0910 0001 9765 5883 in which Anthony Ragins, Assistant Manager for DART issued a 'Written Warning for the alleged violation of the DART Hourly Employment Manual to wit:

**Section 8.3 Unacceptable Conduct**

**H. Safety Violation**

**5. Operation of a vehicle or other equipment in an unsafe manner.**

9. Whereas same 'Written Warning' claims: **DESCRIPTION OF OCCURRENCE:**

"...The Operator was involved in an event with another vehicle while operating coach 39103 at Forney and Wimbelton...."

10. Whereas The **OPERATOR STATEMENT:** "...Operator stated in the report that 'BUS WAS WESTBOUND AT FORNEY AND WIMBLETON [SIC], AT A BUS STOP, AFTER PICKING UP CUSTOMERS I CHECKED MY MIRRORS TO MAKE SURE THAT EVERYTHING WAS CLEAR, THEN I PROCEEDED TO MOVE FORWARD, WHILE DRIVING A TRUCK TURN FROM MY LEFT SIDE TO MAKE A RIGHT TURN IN FRONT OF MY BUS, IN DOING SO HE HIT THE BIKE RACK CAUSING DAMAGE TO IT AND A CUSTOMERS BIKE,..."

**JUSTIFICATION OF CLASSIFICATION:** 'This event was classified as a 'PREVENTABLE ACCIDENT' as the operator failed to ensure the clearance prior to merge back in to the traffic..."

11. Whereas the alleged 'Preventable Accident' as noted on the foregoing Interoffice Memorandum is claimed to have occurred on January 18<sup>th</sup>, 2019 in which Plaintiff was 'provided' a Written Warning' and the 'Disciplinary Action' taken against Plaintiff at that time was "...'**Retrained** One Day'.

12. Whereas despite diligently requesting all the relevant and germane Information, Facts, Evidence, Reports, Video(s), Statements, Investigative Findings, etc., and not having been provided same, Plaintiff therein was forced to present a 'Fatally Defective' defense to the accusation of a 'Preventable Accident' having been denied her Due Process Rights, Plaintiff was summarily 'Found Guilty' of 'A Preventable Accident'.

13. Whereas Plaintiff did diligently and timely following prescribed DART Policy, did  
'File an Appeal.

14. Whereas circa May 22<sup>nd</sup>, 2019, Plaintiff received via U.S.P.S. Certified Mail  
Number 7010 1870 0003 4939 5618, a Letter from David Hobden, The Interim  
Director Operation Safety in which he states: "... In accordance with DART's  
administrative review processes, I have completed my review [sic] your appeal  
regarding your accident of January 18<sup>th</sup>, 2019 involving DART's coach #39103.  
After a thorough review of the Safety Department's documentation and your oral  
presentation at the appeal hearing I have concluded that this accident was  
**preventable**. ...Therefore, I am upholding the Safety Specialist's investigation  
and finding that his was a **preventable** accident..."

15. Whereas Plaintiff knows of substantial Evidence to the contrary that is in the  
exclusive custody and control of both DART, It's Safety Department, The 'ATU'  
(Amulgamated Transit Union Local 1338), The involved Police Department and  
it's Police Officers and Investigators that will exonerate Plaintiff of this Claim,  
Finding, and Upholding of Plaintiff having allegedly been involved in a  
'**Preventable**' Accident, and that DART, The 'ATU', (Amulgamated Transit  
Union), DART Safety Department, Appeal Hearing Process Officers and others  
both known and unknown to Plaintiff have not only Tampered with and otherwise  
Concealed same Evidence allowing the wrongful 'Finding' and Upholding of  
Plaintiff allegedly being involved in a '**Preventable**' Accident, but that in fact The  
'ATU' (Amulgamated Transit Union), just as they have in several other cases and

with and against individuals that Plaintiff knows of, likewise Concealed, Withheld, and otherwise denied other DART Bus Driver/Operators the relevant and critical evidence, reports, videos, etc., that would have exonerated them of the allegations against them. Instead at least 1 that Plaintiff knows of was summarily discharged on the same type of flimsy case against that Driver/Operator.

16. Whereas Plaintiff will show, prove, and provide evidence to The Court and Jury of the fraudulent tactics used by DART, The 'ATU', and others known and unknown to Plaintiff expressly for Terminating Bus Driver/Operators at the express behalf of DART without benefit of any Due Process of The Law, nor any of their Employee Rights while simultaneously committing fraud charging the Plaintiff and other DART Bus Driver/Operators for what is deemed 'Union Protection' and not doing so and or providing representation that is so sub-standard as to be a mockery and ensures that The Plaintiff and other DART Bus Driver/Operators are denied even a modicum of Due Process and Justice and are consistently and continually found 'Guilty' of both 'manufactured' accidents as well as contrived 'Guilt', while taking their money which is directly tantamount to Theft By Deception and Obtaining Money Under False Pretenses and Deceptive Trade Practices.

17. Whereas Plaintiff states that it this is an Emergency Request for Intervention by The Court and The Protection The United States Constitution and Texas State Labor Laws Provide for the abhorrent actions by DART and The 'ATU' (Amulgamted Transit System), and same request includes but is not limited to:

Plaintiff respectfully asks That The Court Take Jurisdiction of The Matter and Mandate that DART and it's quasi Appeal Board not conduct any Hearing on her Appeal in this matter without same being conducted before The Court and Jury, and that further prior to the conductance of same, that DART and It's Safety Board and or all others involved directly, indirectly, or otherwise immediately provide and furnish to Plaintiff True and Correct Copies of any and all Materials, Records, Reports, Investigative Findings, Videos, Witnesses Statements, etc., to Plaintiff to enable Plaintiff to thoroughly review same to be able to both prosecute this Qui Tam Action against DART and The 'ATU' (Amulgamated Transit Union), as well as all involved other Party's, and that further, Plaintiff respectfully requests that The Court issue an Order of Injunction against DART from taking any type of Punitive and or Disciplinary Action against Plaintiff pending the conductance of the trial requested herein by Plaintiff and a final 'Finding' by The Court and that same Injunction Prevent DART from: Terminating Plaintiff, Laying Her Off, Placing her on any type of Leave (Administrative or Otherwise), and taking any other adverse action against Plaintiff as DART is known for direct retaliation against Bus Driver/Operators for being 'Whistle Blower's against DART and The 'ATU' (Amulgamated Transit Union),s Fraudulent Practices and Illegal Actions.



18. Whereas Plaintiff does further respectfully ask that The Court deem this an  
Emergency as herein so stated and cited and take immediate action and Issue  
the herein sought Restraining Order and Order of Injunction in the interest of Due  
Process of The Law and Justice, and Plaintiff further asks that The Court Seal  
this Action in the interest of safety and well-being of Plaintiff.

Whereas Plaintiff states that all the herein foregoing are true and correct facts,  
events, and information, and that Plaintiff solemnly swears and avers same is true  
and correct and intends to testify to same in Court under the penalty of perjury and  
prosecution by law.

Respectfully Prayed,

Dated: 6/4/19

/s/ Shirley A. Flowers

Shirley A. Flowers, Pro Se

5002 Bay View

Garland, Texas 75043

(972) 998-5455

Shirleyann06@yahoo.com



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, TX 75266-0163  
214-749-3278

CERTIFIED MAIL: 7010 1870 0003 4939 5618

May 22, 2019

Ms. Shirley Flowers- 27476  
5002 Bay View  
Garland, Tx 75043

Dear Ms. Flowers:

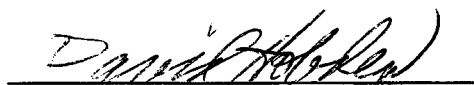
In accordance with DART's administrative review processes, I have completed my review your appeal regarding your accident of January 18, 2019 involving DART's coach #39103. After a thorough review of the Safety Department's documentation and your oral presentation at the appeal hearing I have concluded that this accident was **preventable**.

Therefore, I am upholding the Safety Specialist's investigation and finding that this was a **preventable** accident.

In the event you do not agree with my decision, in accordance with Section 9.13B, step 2 of the DART Hourly Employment Manual, you may appeal this decision within (5) working days of the receipt of notification. The appeal must be in **writing and must state the reason(s)** you believe this accident was "**non-preventable**". You must deliver the written appeal request to Ms. Juana De La Cruz the Safety Representative for the office of Operations Safety at 1401 Pacific Ave., Dallas, Texas in cubicle 4402 or by e-mail [jdelacru@dart.org](mailto:jdelacru@dart.org) or fax 214-749-3670.

Should you have any questions pertaining to this decision, please call Operations Safety at (214) 749-3346.

Sincerely,

  
David Hobden  
Interim, Director Operation Safety

c:	Kenneth Day	Vincent Timmons	Jacob James
	Kathy Phillips	Anthony Ragin	File

**DART****INTEROFFICE MEMORANDUM**

CM# 7016 0910 0001 9765 5883

**DATE:** January 31, 2019

**TO:** Shirley Flowers / #27476

**FROM:** Anthony Ragins, Asst. Manager

**SUBJECT:** Written Warning- Preventable Accident

This is to inform you are being issued a written warning for the following violation of the DART Hourly Employment Manual:

**Section 8.3 Unacceptable Conduct****H. Safety Violation****5. Operation of a vehicle or other equipment in an unsafe manner.**

On January 31, 2019, Jacob James, Safety Specialist informed me that you were involved in a preventable accident on January 18, 2019.

**DESCRIPTION OF OCCURRENCE:** The Operator was involved in an event with another vehicle while operating coach 39103 at Forney and Wimbelton.

**OPERATOR STATEMENT:** Operator stated in the report that "BUS WAS WESTBOUND AT FORNEY AND WIMBLETON, AT A BUS STOP, AFTER PICKING UP CUSTOMERS I CHECKED MY MIRRORS TO MAKE SURE THAT EVERYTHING WAS CLEAR, THEN I PROCEEDED TO MOVE FORWARD, WHILE DRIVING A TRUCK TURN FROM MY LEFT SIDE TO MAKE A RIGHT TURN IN FRONT OF MY BUS, IN DOING SO HE HIT THE BIKE RACK CAUSING DAMAGE TO IT AND A CUSTOMERS BIKE, "

**JUSTIFICATION OF CLASSIFICATION:** This event was classified as a PREVENTABLE ACCIDENT as the operator failed to ensure the clearance prior to merge back in to the traffic.

Our records indicate you were involved in a preventable accident on the following dates:

Date	Management Response	Retrained
01/18/2019	Written Warning	One day

You have been counseled on your preventable accident and it has been explained to you that it is unsatisfactory. You are scheduled to report for retraining on TBD at 201 N. Peak, second floor, Training Department at 8:00 a.m.

You will return to regular duty on TBD. Once again, you are hereby encouraged to improve your performance.

If your performance does not improve and you have another preventable accident before **July 18, 2021**, further disciplinary action will be taken as per Section 8.3, Unacceptable conduct; (H) Safety violation (5) operation of vehicle or other equipment in an unsafe manner.

**Written Warning – Preventable Accident**

Shirley Flowers / #27476

January 31, 2019

Page 2

Within five (5) working days of your receipt of this notice, you have the right to appeal the classification to **Donna Johnson, Manager, Industry Safety & Health** by providing a written notification can be mailed to mail code #7215 or faxed 214-749-3670 to the attention of Donna Johnson and/or Juana Delacruz.

Section 9.13 A (1) of the Hourly Employment Manual which states:

**9.13. Accident Appeal Process (Revised 10-01-02)**

A. If an employee does not agree with an accident classification and wishes to appeal it, they can do so through the accident appeal process. The first step in the process is as follows:

1. Within five days of receipt of the written classification, an appeal must be made to the Safety Manager or their designee. The appeal must be in writing, and must specifically state the reason(s) the employee believes the **accident is not preventable**.

Your failure to appeal within the time specified will forfeit your right to appeal and this action will become final. You may submit your appeal individually or through your representative. You are also reminded of the Employee's Assistance Program (EAP), which is there for your benefit if their service is needed.

**E4 E4Health: 1-800-227-2195**

**www.helloE4.com**

**Username: dart**

**Password: dart**



**Anthony Ragins, Asst. Manager  
East Dallas Bus Operations**

2-7-19

**Date**

AR/dms

**Received by: Shirley Flowers / #27476**

**Date**

c: ELR

Employee Personnel File

## OPERATIONS SAFETY

## ACCIDENT CLASSIFICATION

DATE: 1/31/2019

CLASSIFICATION : PREVENTABLE FILE# : D117665

EMPLOYEE NAME: SHIRLEY FLOWERS EMPLOYEE ID: 27476 ACCIDENT DATE: 1/18/2019

DIVISION: EDBOF EMPLOYEE CONTACT: 1/28/2019

LOCATION OF ACCIDENT: Forney and Wimbelton.

ROUTE: 11103 VEHICLE: BUS VEHICLE ID: 39103

DART VEHICLE DAMAGE: YES DAMAGE TO OTHER PROPERTY: YES

INJURIES: OPERATOR: NO PASSENGER: NO OTHER: NO

EQUIPMENT MALFUNCTION ALLEGED: NO ACTION TAKEN: N/A

**DESCRIPTION OF OCCURRENCE:** The Operator was involved in an event with another vehicle while operating coach 39103 at Forney and Wimbelton.

**OPERATOR STATEMENT:** Operator stated in the report that " BUS WAS WESTBOUND AT FORNEY AND WIMBLETON , AT A BUS STOP,AFTER PICKING UP CUSTOMERS I CHECKED MY MIRRORS TO MAKE SURE THAT EVERYTHING WAS CLEAR, THEN I PROCEEDED TO MOVE FORWARD, WHILE DRIVING A TRUCK TURN FROM MY LEFT SIDE TO MAKE A RIGHT TURN IN FRONT OF MY BUS, IN DOING SO HE HIT THE BIKE RACK CAUSING DAMAGE TO IT AND A CUSTOMERS BIKE, "

**FIELD SUPERVISOR /POLICE STATEMENT:** FS: Operator stated as she aboard passengers at the bus stop then proceeded, A 2011 white truck Ford F 250 driven by Mr. Roberto Lemus of 3416 Cypress Ave careened around the bus making contact with bus 39044 front bicycle rack and bicycle that was on board the rack.... PR: UNIT #2 WAS TRAVELING EASTBOUND IN THE 4700 BLOCK OF WIMBELTON. IN THE MAIN LANE. UNIT #1 WAS TRAVELING EASTBOUND IN THE 00 BLOCK OF WIMBELTON RD. UNIT #1 TURNED IMPROPERLY FROM ONG LANE MAKING A RIGHT HAND TURN FROM WIMBELTON RD. INTO A IVATE DRIVE COLLIDING 4-RBQ-1 TO 12-FL-1 TO UNIT #2

**JUSTIFICATION OF CLASSIFICATION:** This event was classified as a PREVENTABLE ACCIDENT as the operator failed to ensure the clearance prior to merge back in to the traffic.

**30 MONTH ACCIDENT/INCIDENT HISTORY: PRIOR PREVENTABLE ACCIDENTS 1: PRIOR PREVENTABLE INCIDENT: 5**

**VIDEO: 30XQ-2B6MZ SPEAR REPORT #: 105119779 SPEAR REPAIR COST: 879.94**

Safety Officer's Signature: *Jacob James*

Date: 1/31/2019

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manager's Signature: *[Signature]*Date: *2-7-19*

**APPEAL PROCESS:** A Preventable Classification may be appealed by submitting a written statement referencing the file number above explaining why this event is believed to be a Non-Preventable Classification. Fax to the Director of Operations Safety within 5 days of receipt of this classification. Fax # 214-749-3670 or email to [Jdelacruz@dart.org](mailto:Jdelacruz@dart.org).

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Shirley A Flowers

(b) County of Residence of First Listed Plaintiff

Dallas

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

## DEFENDANTS

DART

County of Residence of First Listed Defendant

Wayne

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

3-19CV-1355N

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☒ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input checked="" type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

U.S. Constitution Due Process

Brief description of cause:

Denial of Due Process + Fraud Qui Tam

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

500M

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

## FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE